

## **EXHIBIT D**

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AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION™

1101 Laurel Oak Road  
Voorhees, NJ 08043

July 8, 2020

Wolfgang Heimerl, Esq.  
Heimerl Law Firm  
32 Dumot Road  
PO Box 964  
Far Hills, NJ 07931  
Via Email to: [Wolfgang@HeimerlLawFirm.com](mailto:Wolfgang@HeimerlLawFirm.com)

Elaine Harock  
Wyndham Vacation Resorts, Inc.  
6277 Sea Harbor Drive  
Orlando, FL 32821  
Via Email to: [elaine.harock@wyn.com](mailto:elaine.harock@wyn.com)

**Case Number: 01-20-0007-3357**

Bradley B. Heisman and Julia Matonti  
-vs-  
Wyndham Vacation Resorts, Inc.

Dear Parties:

Claimant has filed with us a demand for arbitration. We note that the arbitration clause provides for arbitration by the American Arbitration Association (“AAA”).

Prior to the filing of this arbitration, Wyndham Vacation Resorts, Inc. failed to comply with the AAA’s policies regarding consumer claims. Accordingly, we must decline to administer this claim and any other claims between Wyndham Vacation Resorts, Inc. and its consumers at this time. These policies can be found on our web site, [www.adr.org](http://www.adr.org), in the Consumer Due Process Protocol (“Protocol”) and the Consumer Arbitration Rules (“Consumer Rules”), including the Costs of Arbitration.

Accordingly, we have administratively closed our file and will refund any payment received by the filing party. According to R-1(d) of the Consumer Rules, should the AAA decline to administer an arbitration, either party may choose to submit its dispute to the appropriate court for resolution.

If you believe we have declined this matter in error, please email [ConsumerFiling@adr.org](mailto:ConsumerFiling@adr.org).

Pursuant to the AAA’s current policy, in the normal course of our administration, the AAA may maintain certain electronic case documents in our electronic records system. Such electronic documents may not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 3 months after the date of this letter.

If Wyndham Vacation Resorts, Inc. advises the AAA in the future of its intention to comply with the AAA’s Consumer Arbitration Rules and if applicable, resolves any outstanding payment obligations, the AAA may consider at its sole discretion, accepting newly filed consumer cases going forward. Therefore, if Wyndham Vacation Resorts, Inc. wishes for the AAA to consider accepting consumer disputes going forward, the business must, at a minimum, register its clause on the Consumer Clause Registry on our website,

[www.adr.org/cluseregistry](http://www.adr.org/cluseregistry). Upon completion of the registration process and confirmation from the AAA that the business is now active on the Consumer Clause Registry, Wyndham Vacation Resorts, Inc. is responsible for informing all parties that Claimant may re-file their claim.

Sincerely,

Consumer Filing Team  
[ConsumerFiling@adr.org](mailto:ConsumerFiling@adr.org)  
Fax: (877) 304-8457